

# **REPUBLIC AIRWAYS NEW FIRST OFFICER CAREER ADVANCEMENT PATHWAY PROGRAM AGREEMENT**

I, [REDACTED] (the "**Pilot**") wish to enroll in the Republic Airways New First Officer Career Advancement Pathway Program (the "**Program**") based on the terms and conditions of this New First Officer Career Advancement Pathway Program Enrollment Agreement (the "**Agreement**") by and between myself and Republic Airways, Inc. ("**Republic**").

Subject to the terms and conditions of this Agreement, Republic and Pilot agree:

1. Republic is not currently recruiting additional new First Officers (i.e. with little to no Part 121 experience) and is solely hiring First Officers that are committed to: (1) becoming a Republic Captain as expeditiously as possible; and (2) working as a Republic Captain for a period of at least two (2) years after Captain upgrade;
2. Pilot will need 1000 hours of Part 121 time (or combination of Part 121 SIC and approved Part 135/military PIC time) to upgrade to the position of Captain at Republic;
3. Pilot will aggressively pursue the path to Captain upgrade, meaning Pilot is willing to pick up extra flight time available in addition to his/her monthly schedule in order to fly as many hours that are reasonably available to make Captain upgrade as soon as possible (i.e. within 12-18 months from date of hire ("DOH"), but no later than 24 months from DOH); and
4. Pilot will receive up to a \$60,000 upgrade bonus for successfully upgrading to the position of Captain at Republic.

## **I. Employment with Republic**

To be eligible for hire by Republic, the Pilot is required to have a valid first-class FAA Medical Certificate and either (i) an ATP license or (ii) be ATP license eligible, by having successfully completed the ATP-CTP course and ATP written exam. For those who have not yet completed the ATP-CTP course and ATP written exam, Republic has agreed to schedule and pay for the course on behalf of the Pilot, a value of up to \$4,500.

Pilot must obtain 1000 hours of Part 121 time (provided the Pilot does not have any other qualifying time which may reduce this requirement) as safely and efficiently as possible, in order to upgrade to a Republic Captain within 12-18 months from DOH (and not later than 24 months). To accomplish this goal, it is the expectation of both parties that Pilot will aggressively pursue the path to Captain upgrade, by picking up extra available flight time in addition to his/her monthly schedule, to fly as many hours reasonably available to him/her.

At a minimum, the Pilot is required to (1) meet all applicable laws and regulations to obtain and/or maintain their ATP certificate and remain in good standing with the FAA and DOT, including maintaining their first-class FAA Medical Certificate; (2) remain in good standing with Republic, including an exemplary attendance and flight record; (3) fly as many hours reasonably available to him/her to safely obtain 1,000 hours of Part 121 time within 12-18 months of DOH (and no later than 24 months). If the Pilot is in violation of any of the requirements in the preceding sentence, then Republic, in its sole discretion, may remove the Pilot from the Program and terminate this Agreement.

After reaching 850 hours of Part 121 time (or combination of Part 121 SIC and approved Part 135/military PIC time), Pilot shall bid for Upgrade and Republic will offer the Pilot two different upgrade class start dates from which Pilot may choose. Subject to whether the Upgrade Incentive Program under LOA #9 of the 2002 Pilot Collective Bargaining Agreement is in effect at the time of Pilot's upgrade bid, Pilot will be eligible to receive an hourly wage rate equal to Republic's Year 1 Captain wage rate (currently \$140), after reaching 850 hours of Part 121 time (or combination of Part 121 SIC and approved Part 135/military PIC time) and bidding for upgrade while a Republic First Officer on Active Status.

## **II. Upgrade to Captain at Republic**

Upon successfully upgrading to the position of Captain at Republic, the Pilot will be eligible to receive a "Career Advancement Pathway Upgrade Bonus" of \$60,000 ("Bonus Amount"):

(A) Payment Schedule. The Bonus Amount will be paid in four (4) equal installments ("Installments 1, 2, 3 and 4", respectively), as follows:

- a. **INSTALLMENT 1:** \$15,000 shall be paid to Pilot as soon as administratively possible, on a regularly scheduled payroll date, after Pilot successfully completes his/her Captain Operating Experience ("OE").
- b. **INSTALLMENT 2:** \$15,000 shall be paid to Pilot as soon as administratively possible, on a regularly scheduled payroll date, six (6) months after Pilot successfully completes OE, so long as the Pilot (i) is still employed by Republic in the role of Captain and (ii) has maintained an average of seventy (70) Pay Credit Hours (PCH) per month during the same six (6) month period.
- c. **INSTALLMENT 3:** \$15,000 shall be paid to Pilot as soon as administratively possible, on a regularly scheduled payroll date, twelve (12) months after Pilot successfully completes OE, so long as the Pilot (i) is still employed by Republic in the role of Captain and (ii) has maintained an average of seventy (70) PCH per month during the six (6) month period immediately prior.
- d. **INSTALLMENT 4:** \$15,000 shall be paid to Pilot as soon as administratively possible, on a regularly scheduled payroll date, eighteen (18) months after Pilot successfully completes OE, so long as the Pilot (i) is still employed by Republic in the role of Captain and (ii) has maintained an average of seventy (70) PCH per month during the six (6) month period immediately prior.

(B) Disqualification/Forfeiture. For the avoidance of doubt, if the Associate: (i) is unable to successfully complete the required training and/or OE within twenty-four (24) months of DOH; (ii) does not maintain an average of seventy (70) PCH per month for the designated periods immediately preceding Installments 2, 3 or 4; or (iii) is downgraded from a Captain (either voluntarily, or by Republic due to Republic's determination, in its

sole discretion, that Associate did not satisfactorily perform his/her duties), then the Associate forfeits their right to the applicable payment Installment(s) set forth above.

(C) Repayment. If the Pilot's employment with Republic is terminated, or the Pilot is downgraded from a Captain (either voluntarily, or by Republic due to Republic's determination, in its sole discretion, that the Pilot did not satisfactorily perform his/her duties) within six (6) months of receipt of an Installment, then the Pilot will owe the amount of that Installment to Republic within five (5) business days and will forfeit any rights to any additional Installment, if applicable. This amount shall be in addition to the liquidated damages set forth in Article III.

(D) Example. If a Pilot is downgraded from Captain in month 15 after OE, they will forfeit their right to Installment 4 and will be required to repay Installment 3.

### **III. Non-Compete and Liquidated Damages**

Upon entering this Agreement, Pilot agrees to make at least a three (3) year employment commitment to Republic, which specifically includes a two (2) year commitment as a Captain at Republic (assuming successful upgrade). Pilot acknowledges that Republic has invested time, resources, and money, as well as provided access to confidential and trade secret information, in return for this three (3) year at-will commitment. Pilot understands that his or her failure to comply with this employment commitment, which is a material term of this Agreement, shall be a material breach of this Agreement; and it is understood that the precise calculation of damages may be difficult, if not impossible, to determine but it is indisputable that the Company will suffer significant harm in the event the Pilot fails to fulfill such employment commitment. Consequently, not as a penalty, but as liquidated damages, Pilot agrees to pay the sum of one hundred thousand dollars (\$100,000.00) to Republic in the event Pilot breaches this commitment obligation. For the avoidance of doubt, the three (3) year employment commitment, especially the two (2) year captain commitment, is the material consideration for which Republic is relying upon in order to enter into this agreement, and the liquidated damages will not be prorated if the time commitment is only partially completed. It shall not be a breach of the Agreement if Pilot cannot satisfy the commitment due to circumstances reasonably beyond the Pilot's control.

As further part of this commitment, Pilot also agrees, in the event the Pilot resigns from his or her employment or is terminated for cause, he or she warrants that he or she will not work as a pilot for any airline that is in competition with Republic for a period of one (1) year after termination of Pilot's relationship with Republic. Republic shall have the remedies of enforcement of liquidated damages and/or injunctive relief, at its discretion, as well as recovery of reasonable attorneys' fees and costs. It is agreed that "in competition with Republic" shall be understood to mean operating as a pilot for a commercial airline with routes that compete with Republic for the flying public in the United States. Non-competing pilot employment is not prohibited by this Agreement, but Pilot will still be subject to the liquidated damages penalty for breach of the Agreement.

#### IV. Miscellaneous

A. Taxes. The Pilot acknowledges and agrees that they are responsible for any taxes incurred by the Pilot in connection with the financial arrangements referenced in this Agreement.

B. Bonus: Pilot acknowledges that separate and/or different bonus plans may be used in the future for new pilot hires and upgrades to Captain. Pilot acknowledges that he or she is not entitled to participate in those bonus programs.

C. Entire Agreement. This Agreement embodies the entire agreement between Pilot and Republic and supersedes all oral statements.

D. Governing Law and Choice of Forum. This Agreement is delivered in the State of Indiana and governed by Indiana law. All disputes, litigation, proceedings, or other legal actions by any party to this Agreement in connection with or relating to this Agreement or any matters described or contemplated in this Agreement shall be instituted in the courts of the State of Indiana serving Marion County, Indiana or of the United States in the Southern District of Indiana, in either case sitting in Indianapolis, Indiana. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Indiana serving Marion County, Indiana or of the United States in the Southern District of Indiana in connection with any such dispute, litigation, action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives any defense or objection it may now or hereafter have based on *forum non conveniens* and waives any objection to venue of any action instituted under this Agreement.

E. Severability of Provisions. In the event a provision of this Agreement is deemed prohibited by, or held invalid under applicable law, it shall be ineffective to the extent of the prohibition or invalidity, but such prohibition or invalidity shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

F. Attorneys' Fees. In the event of a breach of this Agreement, which is not cured after seven (7) business days' written notice, the non-breaching party shall be able to recover from the breaching party, costs of collection and reasonable attorneys' fees through and including the costs of any appeals and any appellate costs and regardless of whether any specific legal proceedings shall be commenced in connection therewith, incurred in enforcing the terms of this Agreement.

 \_\_\_\_\_, PILOT

REPUBLIC AIRWAYS, INC.

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Signature

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Signature

 \_\_\_\_\_  
Printed Name

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Printed Name

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